



# Price Agreement Amendment

Page 1 of 1  
Printed: 8/6/2003

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

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PATTERSON DENTAL SUPPLY INC  
600 RESEARCH DR  
WILMINGTON MA 01887

## DENTAL EQUIPMENT & SUPPLIES

Amendment Date: 08/05/2003  
Original Award Date: 01/17/2002  
Buyer: ROCHE, LINDA P  
Phone #: (401) 222 - 2142 ext. 118  
FOB: FOB, Destination-Freight Not Charged  
Terms: Net 30

Change Order Number

1

Award Number

68M00228390

Effective Period:

01/01/2002 - 08/31/2004

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #1

Department				Bid Number	C/O Req #
ADMINISTRATION				MPA-317	
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #1				
	CHANGE TO PURCHASE ORDER #68M00228390 DATED 1/17/02.				
	THE EFFECTIVE PERIOD HAS BEEN EXTENDED TO 8/31/04.				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us).

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED



# Notice of Price Agreement Award

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
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PROVIDENCE RI 02908

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PATTERSON DENTAL SUPPLY INC  
600 RESEARCH DR  
WILMINGTON MA 01887

## DENTAL EQUIPMENT & SUPPLIES

Award Number                      Effective Period:  
  
**68M00228390**                      **1/1/02 - 8/22/03**

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Date: 01/17/2002  
Buyer: LINDA ROCHE  
Shipping: FOB, Destination-Freight Not Charged  
Terms: Net 30

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-317	
Item		Unit	Unit Price
	<p>1/1/02 - 8/22/03 WITH THE OPTION TO RENEW FOR THREE ADDITIONAL TWELVE-MONTH PERIODS AT THE STATE'S SOLE DISCRETION.</p> <p>MASTER PRICE AGREEMENT #317</p> <p>THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE.</p> <p>ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.</p> <p>CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.</p> <p>STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).</p>		

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**COPY**

STATE PURCHASING AGENT/DESIGNEE



# Notice of Price Agreement Award

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Printed: 1/28/2002

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

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PATTERSON DENTAL SUPPLY INC  
600 RESEARCH DR  
WILMINGTON MA 01887

## DENTAL EQUIPMENT & SUPPLIES

Award Number                      Effective Period:

68M00228390

1/1/02 - 8/22/03

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Date: 01/17/2002  
Buyer: LINDA ROCHE  
Shipping: FOB, Destination-Freight Not Charged  
Terms: Net 30

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-317	
Item		Unit	Unit Price
	<p>REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity ordered for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number.</p> <p>Reports must be submitted to the RI Division of Purchases to the attention of the BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.</p> <p>THIS MASTER PRICE AGREEMENT PROVIDES FOR THE PURCHASE OF VARIOUS DENTAL SUPPLIES AND EQUIPMENT THROUGH THE CATALOGS OF PATTERSON DENTAL SUPPLIES AND SULLIVAN-SCHEIN.</p> <p>SEE ATTACHED SPECIFICATIONS.</p> <p>DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.</p> <p>VENDOR CONTACT PERSON: AIMEE FLEMING VENDOR TELEPHONE #: 800-842-5355 EXT. 134 VENDOR E-MAIL: 704.branch@pattersondental.com</p>		

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COPY

STATE PURCHASING AGENT/DESIGNEE

## DENTAL SUPPLIES, INSTRUMENTS AND EQUIPMENT

The following categories of dental supplies and equipment can be purchased through the catalogs of Patterson Dental Supplies and Sullivan-Schein.

Dental Orthodontic Supplies  
Hand Pieces and Small Equipment  
Alloy and Accessories  
Anesthetics and Needles  
Composite and Accessories  
Cement  
Burs and Diamonds  
Rubber Dam and Rubber Dam Accessories  
Impression Material, Trays and Accessories  
Endodontics  
Preventative  
Asepsis for infection control  
Medicaments  
Dental Cotton Paper Product and Accessories  
Miscellaneous Dental Supplies  
Instruments  
Dental lab Supplies

The contract is for the period January 1, 2002 through August 22, 2003 with the option to renew for three additional twelve-month periods at the State's sole discretion.

Products will be delivered within 10 business days after receipt of an order, unless otherwise stipulated by the ordering department. For other than 10 business days the vendor will notify the ordering department within 48 hours of any delays in delivery. All products are to be delivered by the vendor or by common carriers at no cost to the State of RI. Product delivery and liability remains with the Vendor until products are properly delivered and signed for by the ordering department.

Vendor agrees to extend any Federal Supply Schedule (FSS) contract pricing in place for Dental Supplies, Instruments and Equipment either in total or in part to those Departments having the authority to access such FSS pricing.

The vendors will provide:

- Sales, customer and technical support services,
- Samples at not charge for evaluations,
- Inservice and education,
- Drop shipments at no charge,
- Return goods involving unopened cases of product at no charge or restocking fee
- Products to meet all regulatory guidelines
- Price lists, catalog and descriptive literature to be made available within ten (10) days after request by Departments.

Discounts from catalog pricing as follows:

### **Patterson Dental Supply**

Product discount: 10% all item except the following  
15% Burs and Diamonds  
15% Asepsis for infection control  
15% Instruments  
15% Dental Lab Supplies and Equipment

### **Sullivan-Schein Dental**

Product discount: 15% all items except  
5% Alloy  
5% Anesthetic – Injectable only  
5% Dental Film

## **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

## **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies** shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** – If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** – All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.